KERRY L. HALIBURTON, SBN 08743400 NAMAN, HOWELL, SMITH & LEE, PLLC P.O. Box 1470 Waco, TX 76703-1470 (254) 755-4100 (254) 754-6331 Fax

ATTORNEY FOR HSBC AUTO FINANCE

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION

IN RE: \$ CASE NO. 09-35956-SGJ AUSTIN M. PETERSON, DEBTOR \$ CHAPTER 13

OBJECTION TO CONFIRMATION

COMES NOW, HSBC Auto Finance ("Creditor") by and through its attorneys of record, and files this its Objection to Confirmation ("Objection") and would respectfully show the Court as follows:

- 1. Creditor in the above styled and numbered case possesses a security interest in a 2007 Chevrolet Corvette Coupe, Vehicle Identification No. 1G1YY25UX75118694 ("Vehicle") as evidenced by the Retail Installment Contract and Security Agreement dated February 7, 2007 ("Contract") (Exhibit "A"). Creditor's security interest has been properly perfected as evidenced by the Certificate of Title issued by the State of Texas (Exhibit "B").
- Pursuant to the N.A.D.A. (Exhibit "C"), Creditor would assert that the value of the Vehicle is no less than \$31,875.00. Creditor would assert that the Debtor's value of \$27,575.00 is undervalued.

Debtor has failed to provide proof of full insurance coverage to Creditor. Creditor
would assert that the Debtor's plan should not be confirmed until Debtor has provided
proof of full insurance coverage to Creditor.

WHEREFORE, PREMISES CONSIDERED, Creditor prays that Debtor's confirmation be denied, and that Creditor's treatment be amended as requested herein above. Creditor further prays for such other and further relief to which it may be justly entitled.

Dated this 9th day of October, 2009.

Respectfully submitted,

/s/ Kerry L. Haliburton
KERRY L. HALIBURTON, SBN 08743400
NAMAN, HOWELL, SMITH & LEE, PLLC
P.O. Box 1470
Waco, TX 76703-1470
(254) 755-4100
(254) 754-6331 Fax

ATTORNEY FOR HSBC AUTO FINANCE

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing Objection to Confirmation was served via electronic means, unless not available, otherwise by regular United States Mail, first class, postage fully prepaid, on October 9, 2009 to the parties listed below.

/s/ Kerry L. Haliburton
Kerry L. Haliburton

DEBTOR'S ATTORNEY: T.R. Weaver & Associates 100 N. Central Expressway, Ste. 708 Richardson, TX 75080

TRUSTEE: Thomas Powers 125 E. John Carpenter Frwy., Ste. 1100 Irving, TX 75062

U.S. TRUSTEE
William T. Neary
U.S. Trustee
1100 Commerce St., Room 976
Dallas, TX 75242

DEBTOR: Austin Peterson 2004 Southwood Trail Grand Prairie, TX 75052

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Page 5 of 6 Document

Upon sale of this vehicle, the purchaser must apply for a new title within 20 working days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK FOR ADDITIONAL INFORMATION.

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HSBC AUTO FINANCE PO BOX 17902 SAN DIEGO, CA 92177-7902

DETACH HERE

VEHICLE TITLES AND REGISTRIATION DIVISION

7872598O

SODY STYLE

VEHICLE IDENTIFICATION NUMBER 1G1YY25UX75118694

YEAR MODEL 2007

MAKE OF VEHICLE CHEV

TITLE/DOCUMENT NUMBER

DATE TITLE ISSUED

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22031839141124234 03/13/2007

MODEL CVT MFG CAPACITY

WEIGHT 3300

LICENSE NUMBER 075TJB

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ACTUAL MILEAGE

SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

DATE OF LIEN

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HSBC AUTO FINANCE PO BOX 17902 02/07/2007

92177-7902

SAN DIEGO,

AUTHORIZED AGENT

DATE OF LIEN 2ND LIENHOLDER

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IT IS HEREBY CERTIPED THAT THE PERBON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS

AUTHORIZED AGENT

RIGKTS OF SURVIVORSHIP AGREEMENT WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERBONB NAMED IN THE AGREEMENT. THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(6)

DATE SIGNATURE DATE BIGNATURE

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FORM 30-C REV 5/2002

DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.

N.A.D.A. Official Used Car Guide Vehicle Valuation

Print Date: October 8, 2009

Customer:

Peterson, Austin

File No.:

HSBC-453563

Vehicle Description: 2007 CHEVROLET Corvette-V8 Coupe 2D (AT/6 Spd)

VIN:

1G1YY25UX75118694

Base Values

Retail: \$ 33000.00

Wholesale/Trade-in: \$ 28875.00

Optional Equipment/Adjustments

Estimated Miles

50386

\$ -1125.00

Total Adjusted N.A.D.A. Used Car Guide Values

Retail: \$ 31875.00

Retail/Whotesate Average: \$ 29812.50

Reference 09/09 SW - used mileage from plan